

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**INTERNATIONAL ASSOCIATION OF MACHINISTS  
AND  
AEROSPACE WORKERS**

**District Lodge 74 / Local Lodge 97**

**AND**

**DYNCORP INTERNATIONAL**

**T-34 PROGRAM**

**NAS OCEANA, VIRGINIA**

**July 26, 2015 through July 26, 2018**

## TABLE OF CONTENTS

PREAMBLE.....	1
ARTICLE 1 – Intent and Purpose .....	2
ARTICLE 2 – Management.....	3
ARTICLE 3 – Union Recognition.....	4
ARTICLE 4 – Shop Stewards.....	6
ARTICLE 5 – Membership Dues.....	8
ARTICLE 6 – Non Bargaining Unit Personnel.....	9
ARTICLE 7 – Seniority.....	10
ARTICLE 8 – Promotions, Bidding/Transfers.....	12
ARTICLE 9 – Leave of Absence.....	13
ARTICLE 10 – Holidays.....	16
ARTICLE 11 – Vacations.....	17
ARTICLE 12 – Overtime.....	21
ARTICLE 13 – Absence from Work.....	22
ARTICLE 14 – Hours of Work.....	23
ARTICLE 15 – Government Security/Responsibility.....	24
ARTICLE 16 – No Strike – No Lockout.....	25
ARTICLE 17 – Group Insurance.....	27
ARTICLE 18 – Retirement Plan.....	31
ARTICLE 19 – Uniforms.....	32
ARTICLE 20 – Off-Site Detachment.....	33
ARTICLE 21 – Disciplinary Action.....	34

ARTICLE 22 – Grievance and Arbitration.....	35
ARTICLE 23 – Installation of New and Revised Job Classifications.....	38
ARTICLE 24 – Paid Personal Time.....	39
ARTICLE 25 – Bereavement Leave/Jury Duty.....	41
ARTICLE 26 – Wage Rules.....	42
ARTICLE 27 – Premium Payments.....	44
ARTICLE 28 – Safety/Safety Equipment.....	45
ARTICLE 29 – Temporary Alternate Work.....	46
ARTICLE 30 – General.....	47
ARTICLE 31 – Duration.....	48
APPENDIX A.....	49
APPENDIX B.....	50
M.O.U. #1: Performance Recognition Award.....	55

## **PREAMBLE**

This Agreement is made and entered into upon ratification by and between DynCorp International LLC (hereinafter referred to as the Company) and the International Association of Machinists and Aerospace Workers (hereinafter referred to as the Union). It is understood wherever in this Agreement employees or jobs are referred to in the male or female gender, it shall be recognized as referring to both males and females.

## **ARTICLE 1 INTENT AND PURPOSE**

- 1.1** It is the intent and purpose of the Company and the Union to set forth herein the entire Agreement with respect to wages, hours and working conditions as they relate to United States Navy Contract number N0019-15-D-0003.
- 1.2** It is the intent of the parties to provide for the efficiency of the operations and maximum production of the employees under methods, which further the safety of all affected parties, the efficiency and economy of operations and the continued employment under conditions of reasonable hours, compensation and working conditions as contained herein so that operations will be uninterrupted and duties faithfully performed in order for the Company and its employees to fulfill their mutual and vital responsibilities to both the public and to the Government with due regard to competitive conditions.
- 1.3** It is recognized by the Agreement to be the duty of the Company, the Union and the employees to cooperate fully, both individually and collectively, for the advancement of said conditions; and to provide a grievance procedure for the settlement of the employee's grievances; and to provide that there shall be no interruptions and/or impeding of operations during the term of this Agreement.
- 1.4** The Union recognizes that the Company is a contractor to the U.S. Navy and that the Company is required at all times to meet its contractual obligations. Nothing in this Agreement will prevent the Company from meeting its obligations and responsibilities as a government contractor. The Union and the Company agree to comply with the requirements that the U.S. Navy may impose on the Company and its employees to the degree necessary, subject to rebuttal by either or both parties through the grievance and arbitration procedures and/or the courts, if deemed necessary.

## **ARTICLE 2 MANAGEMENT**

- 2.1** The Company shall retain the exclusive authority, rights and powers to manage its business and direct the Workforce. Such authority, rights and powers include, but are not limited to, the right to hire, assign, transfer, promote, reclassify, layoff, discipline for cause (including suspension and discharge); determine work schedules, starting times and quitting times, the number of hours and shifts to be worked; the qualifications of employees; to establish and modify rules and regulations not in conflict with the terms of this Agreement; to close down, curtail, or move the business or any part thereof; to discontinue its business in whole or in part; to see or dispose of any part of the business, to introduce new or changed methods; to determine the means of service or production; and to otherwise manage the operation's and direct the Workforce. These rights are not intended to be all inclusive, but enumerate by way of illustration, the type of rights which belong to the Company.
- 2.2** Except as expressly modified by a specific provision of this Agreement or except as such rights are specially relinquished herein, all rights, powers or authority, which the Company had prior to the signing of this Agreement are retained by it. No relationship between the parties shall be construed to create any implied limitation on the Company's authority, rights or powers.

## **ARTICLE 3 UNION RECOGNITION**

### **3.1 Union Recognition:**

The Company recognizes the Union certified by the National Labor Relations Board in case no. 5-RC-14936 as the exclusive representative of employees working on the T-34 Program stipulated in the National Labor Relations Board Certification of Representation as follows:

- a. Included: All T-34 A/C Mechanics and A/C Leads employed by the Company working on the T-34 Program at NAS Oceana, Va.
- b. Excluded: All office clerical employees, supervisors and all other employees, guards and professional employees as defined by the Act.

- 3.2** The Company acknowledges the Union's rights specially designated by the terms of this Agreement, as the employees representative, the Union recognizes its duty to cooperate in any reasonable manner with the Company to support its efforts to assure a fair days work by each employee, to cooperate in combating any practices, which decrease efficiency and to maintain standards of quality and service.

The Company agrees to extend recognition of the Union for employee representation on new platforms and/or aircraft that operate at NAS Oceana that, replace, supplement or augment the T-34 operations. Transfers and assignments will be implemented as negotiated under the agreement.

### **3.3 Union Access to Property:**

An Authorized Business Representative of the Union will have access to the work areas during working hours for the purpose of investigating grievances, attending meetings and to ascertain if this Agreement is being observed. Such Representative will check in with the Site Lead prior to entering the work areas.

### **3.4 Union Bulletin Boards:**

The Company will provide one (1) Union Bulletin Board (or part of a bulletin board) for the Union to post official business of the Union. Legitimate Union notices are defined as:

- a. Meeting notices

- b. Official Union election results
- c. Notices of Union appointments.
- d. Union social events
- e. All notices not limited above must be approved by the Satellite Site Manager



## **ARTICLE 4 SHOP STEWARDS**

- 4.1** The Company agrees to recognize one (1) Shop Steward and one (1) Alternate Shop Steward duly authorized by the Union to represent those employees covered by the terms of this Agreement. The Alternate Shop Steward shall act only in the absence of the Steward.
- 4.2** The Union will notify the Company in writing stating the names of the Steward and Alternate Steward. Any subsequent changes of Steward or Alternate, will not be recognized by the Company, until official notice is received from the Union.
- 4.3** Subject to other provisions of this Agreement, reasonable and necessary time off from work during straight time work hours shall be authorized without loss of pay or benefits to permit the Steward to carry out his responsibilities under the grievance procedure to employees in their area of representation, providing the carrying out of these responsibilities will not unreasonable interfere with the assigned work duties of the Steward or the employee involved. The Union will ensure that the Steward engages only in those activities, which are authorized by this Agreement. Instances of alleged abuse or misuse of time by the Steward, shall be brought to the attention of the Union, who shall take the action necessary to correct the problem.
- 4.4** Recognizing the mutual benefit of resolving problems at the lowest level, an employee who has an alleged grievance may discuss the matter with the employee's Steward. The necessary time away from the Steward's official work assignment shall be arranged in a manner to minimize interruption of work flow. When the Steward finds it necessary to discuss a problem or labor-management disagreement with a unit employee and/or management official, the Steward shall request permission to leave his/her work assignment from his/her supervisor. The supervisor's permission will be granted unless he determines compelling work commitments dictate otherwise. If permission is initially denied, the supervisor shall establish an alternate time, which shall be no later than the end of the employee's next work day, at which time the Steward can contact the employee.
- 4.5** The scope of the Steward's activities on Company time shall be limited to the following:

- a. To consult with an employee regarding an alleged grievance or the presentation of a grievance for which the employee desires the Steward to be present.
  - b. To investigate an alleged grievance or a grievance of record before presentation to his Satellite Manager.
  - c. To present an alleged grievance or a grievance to the employee's Satellite Manager in an attempt to settle the matter for the employee or group of employees who may be similarly affected.
  - d. To meet with the Satellite Manager or other designated representative of the Company when necessary to adjust grievances in accordance with the grievance procedure of this Agreement.
  - e. During an investigation in which it is determined by supervision that an employee may be subject to discipline, said employee shall be advised of his right to Union representation. If requested, his Steward shall be provided.
- 4.6** Subject to existing security regulations, the Business Representative or other authorized Business Representatives of the Union shall have access to the Company's work areas during working hours for the purpose of investigating grievances that have arisen, attending meetings in accordance with the grievance procedure, and ascertaining whether or not this Agreement is being observed. Before doing so, he/she shall notify the Satellite Manager or other authorized Company Representative, who shall permit said Representative to enter the company's premises, provided that such rights shall be exercised reasonably and will not interfere with the normal conduct of the Company's operations. Authorized Business Representative of the Union may be escorted by a Company Representative at all times they are on Company premises.
- 4.7** It is agreed that the Company shall not be required to pay an employee for any time that he/she is taken away from his/her work to serve the Union in any official capacity or to serve on any Union committee, except as provided in the Agreement.
- 4.8** The Steward shall be empowered to adjust employee grievances occurring under his/her jurisdiction as provided for in the grievance procedure, so long as such adjustment are not in conflict with the provisions of this Agreement.

## **ARTICLE 5 MEMBERSHIP DUES**

- 5.1** Membership in the Union is voluntary. Employees have the right to join, not join, maintain or drop their membership in the Union as they see fit. Upon receipt of an employee's written authorization, utilizing the IAM&AW "MR 01 Form" as amended from time to time, and supplied by the IAM&AW, the Company will deduct from the employee's wages, on the first (1<sup>st</sup>) payday of each month, the employee's Union dues, initiation fee, and assessments fees, if any. The Company will remit these funds in a lump sum to the Local Lodge office as directed within ten (10) days after payroll deduction is made. The Union shall indemnify and hold harmless the Company from any and all claims, demands, suits or forms of liability that shall arise out of or by the Company for the purpose of complying with any deduction of Union dues/fees and/or initiation fees, as provided in this section.
- 5.2** The Union shall certify to the Company in writing a list of its members who have made such assignments, together with a statement of the initiation fees and dues to be deducted from the pay of such member and the Company agrees to deduct the amount so certified with respect to each said member following receipt by the Company of such certification or statement monthly and shall make such remittance to the Union in one (1) lump sum by the fifteenth (15) day of every month.
- 5.3** When an employee on dues payroll deduction is not on the payroll during the week in which the deduction is made or has no earnings or insufficient earnings or is on a leave of absence, the employee must make arrangements with the Local Lodge to pay his dues. Failure to do so may result in the employee having two (2) or more months dues deducted from the next paycheck.
- 5.4** Employees may handle the matter of payment of Union dues and fees directly with the Union.
- 5.5** No bargaining unit employee shall be required to pay fees or dues covering any period during which the employee was not in the bargaining unit including lay off.

## **ARTICLE 6**

### **Non-Bargaining Unit Personnel**

- 6.1** Non bargaining unit personnel may temporarily perform the work of or with unit employees, provided such work does not result in layoff, reduction of hours, earning opportunities or benefits. Such temporary work may be performed under the following conditions:
- a.** For the purpose of instructing and training employees.
  - b.** Under emergency conditions. The term "emergency" as used in this provision is defined to mean any unforeseen combination of circumstances, which would require immediate action.
  - c.** Up to two (2) hours on any shift when an employee fails to report to work, and other qualified employees are not available in the classification.
  - d.** Supervisor may perform Bargaining Unit work when a temporary increase in workload or employee absences may cause the work schedule to be delayed, causing operational problems.
  - e.** Lack of necessary skills required to complete a specific task.
- 6.2** Additions to the work force, in accordance with Article 3 to include new or revised classifications, will become covered unit employees.

## **ARTICLE 7 SENIORITY**

- 7.1** Seniority means continuous service with the Company at NAS Oceana, VA working on the T-34 Program or continuous service with a contractor at NAS Oceana, VA working on similar type work that would receive their seniority date from their continuous date of hire at NAS Oceana, VA. Any employee hired after January 1, 2000, would have their seniority date established as their date of hire on the T-34 Program at NAS Oceana, VA. Employees transferring into this contract from another Company location, who have continuous service with the Company, will retain their Company date of hire for vacation and fringe benefits, but would establish their seniority date on this contract as their date of hire on the T-34 Program at NAS Oceana, VA for other purposes.
- 7.2** The Company will apply qualifications and seniority in its everyday operation relating to promotion, transfer, bidding, overtime, vacation, layoff and recall and other terms and conditions of employment of the bargaining unit.
- 7.3** Employees, who work in a lower rated classification on a temporary basis, will continue to be compensated at the wage rate of their higher rated classification. Employees, who perform work in a higher classification for any portion of the shift, will be paid at that higher classification rate for time worked in that higher classification.
- 7.4** A new employee shall be in a probationary status until they have completed seventy-five (75) days from the most recent date of hire. The Company may transfer, layoff or discharge such employee at will and such action shall not be subject to the grievance procedure. After seventy-five (75) days worked, the employee will be placed on the seniority roster and his seniority date will revert to the original hire date. Seniority order for employees with common hire dates will be determined by the social security number with the highest last four digits being the most senior.
- 7.5** Loss of seniority will result under the following:
- a. Resignation or quit
  - b. Retirement
  - c. Discharge for cause
  - d. Failure to return from leave granted with a Leave of Absence

- e. Layoff in excess of six (6) months
  - f. Failure by the employee to notify the company of the employee's intention to return to work in response to a recall notification within forty-eight (48) hours after the receipt of such recall notice, and of the employee's return to work within fourteen (14) calendar days following the receipt of such notice.
  - g. Transferred or promoted out of the bargaining unit in excess of ninety (90) calendar days.
  - h. Absence from work for three (3) consecutive working days with no contact with the Company, unless excused by the Company.
  - i. Acceptance of employment with another employer while on an approved leave of absence.
  - j. Employee absent from work due to a workers compensation claim in excess of twelve (12) months.
- 7.6 The Company will post a seniority list once every six (6) months (twice a year). The list will show each employee's name, hire date and classification. Any protest must be filed within ten (10) days of such posting.
- 7.7 When reducing the workforce, the Company will layoff in reverse order of seniority. The most junior is laid off first. The last employee laid off will be the first recalled.
- 7.8 The Company will notify the Union and the employees affected of pending layoffs at least three (3) work days prior to layoff, if possible to do so. Affected employees will be given a layoff notice and will be responsible for notifying the Company of their current address or any address change.
- 7.9 The Company and the Union may mutually agree on seniority dates for individual employees because of unique and special circumstances.

## **ARTICLE 8**

### **PROMOTIONS, BIDDING/TRANSFERS**

- 8.1** A bargaining unit employee who bids and is promoted or transferred and such employee fails to satisfactorily perform the duties of the new job within a period of up to thirty (30) work days, unless extended by mutual written agreement of the parties, the employee will be returned to the classification last held prior to the award of such promotion, provided the classification has not been abolished.
- 8.2** When a bargaining unit job vacancy occurs within the company at the T-34 Program at NAS Oceana, the vacancy shall be posted for three (3) work days. The notice will contain:
1. Job title and wage rate
  2. Qualifications required
  3. Date and time after which bids will no longer be accepted
  4. Work schedule
  5. Effective date.
- 8.3** Bids must be in writing and sent to the Satellite Manager's office, who will affix the date and time to validate a timely filing. Bids received after the closing date will not be considered.
- 8.4** The employee awarded the bid will be notified and will report for work on the new bid as of the effective date stated by the Company. The most qualified and senior employee who bid will be awarded the bid. Bids will be awarded within five (5) work days of the bid closing.

## **ARTICLE 9 LEAVES OF ABSENCE**

- 9.1** Limited, unpaid personal, leaves of absence may be granted by the Company upon request of employees who have completed their probationary period. Such leaves shall be for not less than five (5) work days and not more than thirty (30) calendar days. Requests for unpaid personal leave of absence must be made in writing and must receive approval by the Company. Accrued vacation must be used before any leave will be approved. A maximum of two (2) extensions may be approved by the Company. However, if the employee does not return to work after the personal leave of absence, the employee shall be terminated.
- a. Vacation credits and paid personal leave credits are not earned while on a leave of absence under the provisions of this article.
  - b. Health insurance may continue for a maximum of sixty (60) days provided the employee pays his/her portion of the premium at least ten (10) days prior to the next months insurance coverage.
- 9.2** Seniority shall continue to accumulate during the approved leave of absence. When an employee has been granted a leave of absence for a specified period of time, it will be the employee's responsibility to request an extension of such leave prior to expiration if additional time is required. All such extensions must have prior Company approval.
- 9.3** An unpaid leave of absence for legitimate personal health reasons supported by sufficient medical verification will be granted to an employee for a period of not to exceed ninety (90) days and will be extended when supported by sufficient medical verification supplied by the employee from a licensed physician. Leaves of absence for personal health reasons will not exceed six (6) months. An employee will be laid off after exhausting twenty-six (26) weeks of Short Term Disability benefits. In the event the employee is released within six (6) months of the date of such layoff and the employee has notified the Company, in writing, of their ability to return to work, the employee will be returned to the classification he/she held at the time such leave was taken providing their classification has not been abolished. If not released to return to work within six (6) months after the date of the layoff, the employee shall be terminated.



- a. The Company will abide by the provisions outlined under the Family Medical Leave Act (FMLA). An employee will be required to use all accrued PPT before being placed on unpaid Family Medical Leave.
- 9.4 An employee on leave of absence for personal health reasons may return to work prior to or at the expiration of such leave upon the written release of a licensed physician provided the employee is able to perform his/her assigned duties safely. Should the Company question the employee's capability to perform the assigned duties safely, the Company may have the employee examined by another physician, prior to returning the employee to work. If the physician selected by the Company and the employee's physician disagree, then the employee shall be examined by a third (3rd) mutually acceptable physician and that physician's decision shall decide the employee's capability. Any such additional examination costs shall be incurred by the Company.
  - a. While on leave of absence for personal health reasons, the employee shall notify the Company as to his/her potential of returning to work on a bi-weekly basis, except in those cases where the employee's physician has provided an expected date of return.
  - b. An employee may be returned to restricted duty at the discretion of the Company, provided the Company is able to accommodate such restriction.
- 9.5 Leaves of absence without pay for Union business will be granted to Bargaining Unit employees of the Company, not to exceed two (2) weeks, who are elected or appointed by the Union, to attend such functions as conferences, conventions, and Union educational courses, provided at least five (5) work days advance notice is given in writing to the Company. However, not more than one (1) employee may be on such leave at any time.
- 9.6 Leaves of absence without pay in workers' compensation injury and legal occupation disease cases will be granted automatically for the full period of legal temporary disability, and seniority will accumulate for the full period of such leave.
- 9.7 An employee who has completed his/her probationary period, who is called to and performs short term active duty of thirty (30) days or less, including active duty training as a member of the United States Armed Forces Reserves or National Guard, shall be paid the difference between the employee's military rate and the employee's straight time hourly rate of

pay for a period of up to ten (10) scheduled working days per calendar year. The employee must present a copy of the employee's orders to the Company as soon as they are received by the employee. Upon return from active short term duty, the employee must present pay vouchers so that the calculation of the difference in pay may be computed. The employee will be given a leave of absence for, and will accumulate seniority during such period of service. Employees required to report for military training in excess of thirty (30) consecutive days or those called to active duty shall be reinstated in accordance with the Uniformed Service Employment and Reemployment Rights Act. The parties to this Agreement shall comply with current applicable state and federal legislation regarding military service.

- 9.8 When leaves of absence are granted, the employee, upon return to active employment, will be returned to his/her classification based upon seniority and qualifications.
- 9.9 When an employee fails to return to work at the expiration of an approved leave of absence, or accepts gainful employment during a leave of absence without the approval of the Company, that employee shall be disciplined up to and including discharge at the option of the Company.
- 9.10 Any member of the Union elected or appointed to a full time Union position shall, upon written request by the Union, be granted a leave of absence for Union activities up to a four (4) year period. Employees on such leave shall retain seniority. Not more than one employee shall be on such leave at any one time. If the employee's group insurance through the Company is to be continued, the Union or the employee shall be required to pay the full monthly insurance premium.
  - a. When the activities for which such leaves of absence are granted shall cease, the Union shall immediately notify the Company in writing, and if application is made therefore within fifteen (15) days thereafter, such Union member will be given re-employment in a similar position, if same still exists, or a comparable position in accordance with his/her qualifications and seniority privileges, and applicable wage rate at the time of return to the active payroll.
- 9.11 Any member of the Bargaining Unit shall, upon written request, be granted an unpaid leave of absence to pursue and serve in a local, state or federal elective political office. Such leave of absence will be limited to a maximum of two (2) years. During such periods of unpaid leave, the employee shall retain but not accrue seniority.

## **ARTICLE 10 HOLIDAYS**

- 10.1** Holiday pay is eight (8) hours pay, which is payable at the employee's straight time rate of pay. The eight (8) hours pay will be considered as time worked for all purposes of this Agreement. To qualify for holiday pay, an employee must work the last scheduled work day before and the first scheduled work day after the holiday unless excused by Management to be eligible for pay for such holiday. The following holidays will be observed:

New Year's Day  
Martin Luther King's Birthday  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

- 10.2** Any additional holidays celebrated by the U.S. NAVY at NAS Oceana, VA will be recognized as holidays provided the Company shall be reimbursed by the U.S. Navy. In addition to the above listed days each employee will receive eight hours (8) pay at his or her regular rate of pay for each day the Strike Fighter Weapons School at NAS Oceana, VA elects to close and not allow employees into their work area.
- 10.3** Any observed holiday stated above that falls on a Saturday, or a Sunday, will be observed under the same schedule observed by the U.S. NAVY at NAS Oceana.
- 10.4** Any employee required to work on any of the above holidays will be paid for hours worked at two times (2) his normal straight time rate plus eight (8) hours straight time for the holiday.
- 10.5** If an employee is on vacation in a week in which a Holiday occurs, the holiday time will be charged as a Holiday rather than vacation day.

## **ARTICLE 11 VACATION**

### **11.01**

Each employee covered hereby shall accrue vacation credits as follows:

- a. For vacation purposes, the individual employee's anniversary date on the T34/T44/T6 contract is based on continuous performing similar work at NAS Whiting Field and each anniversary date thereafter shall be the reference point for accrual of vacation.
- b. Employees with less than six (6) years of continuous service, as defined in 11.01 (a.) above, shall accrue one and fifty-four hundredths (1.54) hours of vacation per credited week. Eighty (80) hours of vacation may be accrued during the fifty-two (52) credited work weeks per year.
- c. Employees with six (6) but less than ten (10) years of continuous service, as defined in 16.01 (a.) above, shall accrue two and thirty-one hundredths (2.31) hours of vacation per each credited work week. One-hundred twenty (120) hours of vacation may be accrued during the fifty-two (52) credited work weeks per year.
- d. Employees with ten (10) years of continuous service, as defined in 16.01 (a.) above, shall accrue three and eight hundredths (3.08) hours of vacation per each credited work week. One hundred sixty (160) hours of vacation may be accrued during the fifty-two (52) credited work weeks per year.
- e. The number of vacation hours accrued in 16.11 b., c., and d., shall be the maximum number of hours which may be carried over from one anniversary year to the next.

### **11.02**

For the purpose of accruing vacation credits for employees, a credited work week shall be defined as follows:

- a. A credited work week is defined as a week in which an employee is paid by the Company for time worked, holiday pay, jury duty pay, military pay differential, personal vacation pay, vacation pay, funeral leave pay or are on Workers' Compensation that does not exceed six (6) months.
- b. Absences that are compensated under Short Term Disability Insurance or Long Term Disability Insurance are not credited work weeks for vacation accrual.

### **11.03**

For the purposes of determining eligibility for accrued vacation credits, vesting shall be defined as follows:

- a. The employee must complete their probationary period before becoming eligible for vacation. Vacation shall accrue on a credited work week basis and is available for use as accrued.
- b. The individual employee's anniversary date, as established under Article 11.01 (a.), and each continuous service anniversary date thereafter shall be the reference date for rate of accruing vacation.
- c. Employees shall retain vacation accrued until such vacation is taken.
- d. Vacation accrued in excess of the maximum allowed in Article 11.01 b., c., and d., must be taken by the employee by the employee's next anniversary date. If all excess vacation is not taken or scheduled by sixty (60) days prior to the employee's next anniversary date, the Company will schedule the excess time off.
- e. Vacation taken by the employee is deducted from the employee's unused vacation until such vacation is exhausted.

11.04 Vacation pay shall be computed at the employee's straight-time hourly rate at the time of vacation.

11.05

Employees who are terminated from employment, are laid off or who voluntarily terminate employment after submitting a two (2) week advanced written notice are eligible to receive pay in lieu of vacation for all accrued unused vacation and personal vacation.

- a. Employees who are temporarily laid off, may at their discretion retain their accrued unused vacation for a period of up to, but not to exceed thirty (30) days. At any time during the thirty (30) day period the employee may request in writing and be paid for his/her vacation pay. At the expiration of the thirty (30) day period the employee will be paid for any vacation time and personal vacation time that is owed to the employee at the time of the layoff.

11.06

Vacation must be requested no less than five (5) days in advance and will be approved or disapproved within two (2) days of receipt of such request, and insofar as practical, will be granted as requested by eligible employees. When conflicts in requested vacation periods arise, the employee having the greater seniority shall be given preference. However, an employee who has requested and had scheduled vacation approved will not be displaced by a more senior employee within sixty (60) calendar days of the scheduled start of the approved vacation.

- a. Vacation may only be scheduled on the employee's regularly scheduled work days and only for the amount of hours regularly scheduled on that day to a maximum of eight (8) hours per day, with the exception of compressed work weeks as stated in 10.02. Vacation may be taken in increments of one (1) hour.
  - b. Vacation period of eight (8) hours or less must be requested a minimum of one (1) hour in advance and must be approved as outlined in 11.06 (c).
  - c. Employees' requests for vacation leave must be approved by the Company before such leave is taken. Employees denied such approval, who subsequently fail to report to work as scheduled, will be subject to appropriate disciplinary action for unexcused absence.
  - d. The maximum allowable length of vacation will be the amount of the employee's unused vacation at the end of the credited work week immediately preceding the vacation period requested.
- 11.07 All employees who have completed their probationary period shall accrue ninety two hundredths (0.92) hours of personal vacation per credited week. Forty-eight (48) hours of vacation may be accrued during the fifty-two (52) credited work weeks per year. A maximum eighty (80) hours of personal vacation may be carried over from year to year
- Up to six (6) days of personal vacation may be taken in on-half (1/2) hour increments on a same day call-in basis per calendar year, with the following conditions:
- a. An employee who is prevented from reporting for work by reason of sickness or injury, shall promptly notify the Company of his/her inability to report for work, giving the reason for the absence and when the employee expects to return to work in accordance with the procedure as outlined by the Company. Whenever possible, such notice shall be thirty (30) minutes prior to the start of the employee's shift, but no later than during the first hour of the shift if the employee is prevented from providing notice prior to the shift for a reason beyond the control of the employee. In a situation where the employee is delayed while en route to work because of illness, sickness, injury, or an accident, such notice shall be as soon as possible. Failure to provide such notice as referenced above shall be considered as a no report, and such time absent for that day shall not be paid as Paid Personal Time.

- b. When an employee desires to utilize personal vacation for reasons other than illness or injury, such time off must be requested in advance for approval consideration by the Company.

11.08 In cases where records indicate probable abuse of personal vacation taken for illness or injury, the Company may require the employee to obtain a written medical verification of such illness or injury from a licensed physician prior to returning to work. Such medical verification will be required when the Company has given the employee prior written notice, with a copy to the Chief Steward, that the employee is considered to be an abuser of this article.

- a. For the purposes of this article, probable abuse of personal vacation by individuals shall be indicated by consistent absenteeism on a particular day or days of the week (i.e., consecutive Monday absenteeism) or consistent absenteeism following periods of overtime work.
- b. In cases where records indicate probable abuse of personal vacation taken by groups of employees, the Company may consider such abuse as cause for disciplinary action.
- c. For the purpose of this article, probable abuse of personal vacation by groups shall be indicated by an excessive number of employees being absent on a given day in a given work center or work centers resulting in a significant impact on production or flight schedules.
- d. Individuals who have an established pattern of "call ins" for personal vacation on specific days or around holidays will be considered in an unauthorized absence status regardless of the amount of vacation credit. Employees must have been notified in writing by Management (along with the Chief Steward) of a pattern absenteeism prior to the application this Section 16.08

11.09

Once approved, an individual's vacation period may not be changed or amended without his/her consent except in case of extreme emergency or as provided in 11.06 above.

11.10

When a holiday, as defined in this Agreement, falls within an employee's vacation period, such holiday hours shall not be charged as vacation hours.

11.11

It is understood and agreed that employees transferring to the contract after the date of ratification of the Agreement shall retain their most recent hire date of hire with the Company for the purpose of accrual of vacation credits.

**11.12**

Paid days of vacation and paid personal vacation shall be considered as time worked for the purpose of computing pay for overtime.

**11.13**

For the purposes of establishing service as provided under 11.01, employees transferred from the bargaining unit who return to the bargaining unit shall receive service credit for such time outside the bargaining unit.

## **ARTICLE 12 OVERTIME**

**12.1** It is understood and agreed that the Company reserves the right to require employees covered by this Agreement to perform overtime work. When such overtime is required, employees involved will be given as much advance notice as practical, but at least forty five (45) minutes notice prior to commencement of the overtime.

**12.2** When the Company determines that overtime work is required, it shall be first offered to the most senior qualified employee at work. Should the employee decline, the next senior employee is offered the overtime. It is understood that this method of asking employees to work overtime is only to start the process. After each employee has worked or been asked to work overtime, then the process allows the Company to ask the employees with the least amount of overtime to work the next overtime.

**12.3** An employee who has not completed his/her probationary period, will not be assigned any overtime, unless all qualified senior employees have had an opportunity to work the overtime, and it is determined by Management that the probationary employee is qualified to carry out the responsibilities to be assigned to the overtime.



- 12.4** The overtime rate will be one and one half (1 ½) times the standard straight time rate of pay, after forty (40) hours a week. There will be no comp time in lieu of overtime pay.
- 12.5** The double time rate will be two time(s) (2x's) the standard straight time rate of pay. The double time rate of pay will be paid for as follows: for any work on a Holiday and for any work on Sunday when the previous six (6) days have been worked, to the extent such hours exceed forty-eight (48) hours worked in a workweek.
- 12.6** The provision of this Article shall not be construed as a guarantee of any specific hours or overtime hours per week.

## **ARTICLE 13**

### **ABSENCE FROM WORK**

- 13.1** Employees shall not leave work prior to the completion of their scheduled hours without prior permission from their Supervisor.
- 13.2** Employees shall not be absent from work without prior permission from their Supervisor, except in cases of illness, injury or reasons beyond the control of the employee. Giving a false reason for an absence shall be cause for disciplinary action up to and including discharge.
- 13.3** It is the duty of every employee who, for any reason, will be absent from work on a scheduled workday, or who expects to report for work late, to notify the company of the reasons therefore, in accordance with the procedures outlined by the Company. Such notice shall be at least thirty (30) minutes prior to the start of the shift.
- 13.4** Should an employee not have proper cause for failing to report for work or failing to report on time or for failing to report the reason, therefore as provided herein, such failure shall be considered cause for disciplinary action. See Appendix B and Appendix C.

## **ARTICLE 14 HOURS OF WORK**

- 14.1** No provision of this Agreement shall be considered as a guarantee of any specified number of hours of work, either per day or per week.
- 14.2** Eight (8) consecutive hours, exclusive of a meal period of thirty (30) minutes, shall constitute a normal work shift.
- 14.3** The work week for payroll purposes shall consist of seven (7) consecutive calendar days beginning on Friday and running through the following Thursday. The normal work schedule shall be Monday through Friday with two (2) consecutive days off, however, there may be other five (5) consecutive day workweek schedules established to meet operational requirements.
- 14.4** The standard straight time – start times and shifts will be as follows:
- a. First (1<sup>st</sup>) shift will begin between 6:00 a.m. and 9:00 a.m.
  - b. A second (2<sup>nd</sup>) shift, if required to meet flight schedules or work load, may begin at other times.
  - c. An employee's starting time shall be the same each day of the week. The Company agrees to provide a seven (7) calendar day advance notice of a permanent shift change.
- 14.5** All employees will receive two (2) uninterrupted paid fifteen (15) minute breaks per day. One (1) to be taken during the first half of their work day and one (1) to be taken during the second half of their work day.
- 14.6** In the event any employee is required to work beyond any eight (8) hour work day, the affected employee will receive an additional paid fifteen (15) minute break prior to commencing additional work and during each four (4) hour period of additional work.

## **ARTICLE 15**

### **GOVERNMENT SECURITY/RESPONSIBILITY**

- 15.1** The Company and all representatives of the Union having access to the premises and all employees are required to comply with applicable Government security regulations when performing work for the Government. The Company and the Union agree that security information will be revealed only to persons properly cleared and required by the Government to have the information.
- 15.2** The Union and the Company recognize that employees covered hereby are performing services for the U.S. Government in U.S. Government facilities and by use of U.S. Government equipment. The Company is not authorized to maintain, modify or repair such Government facilities and equipment, except as contractually directed.
- 15.3** Each employee shall be responsible for the reasonable care of the customer and/or company furnished property or material and will notify the Company of any sabotage, or willful damage to Company, customer or employee property or material.

## **ARTICLE 16**

### **NO STRIKE – NO LOCKOUT**

**16.1** It is expressly understood and agreed that the business of the Company is directly related to the important and vital work of the United States Government and that efficient and uninterrupted services must be furnished by those agencies who have need of and make use of the capabilities of the Company. Therefore, the parties agree that during the term of this Agreement:

- a. The procedure provided for herein, for the settlement of grievances arising under this Agreement, may serve as the means for the settlement of disputes that may arise between the Parties. However, nothing in this section, or any other section of this Agreement, limits the Company's or the Union's right to seek and receive legal and equitable relief in the event of the breach of the no strike – no lockout provision, including but not limited to, injunctive relief prohibiting any lockout, strike, sympathy strike, sit down, work stoppage, stay in, slow down, refusal to work, picketing, or any other action which would interfere with any of the operations of the Company.
- b. The Union (its officers, and/or agents and/or members) shall not authorize, encourage, sanction, or take party in any strike, sympathy strike, sit down, work stoppage, stay in, slow down, refusal to work, picketing or any other action which deliberately interferes with any of the operations of the Company.
- c. Any employee or employees, individually or collectively, who shall cause, encourage, or take part in any violation of this article, or any activities prohibited by this article, may be immediately discharged, or subject to other disciplinary actions as the Company may unilaterally consider appropriate. Any such disciplinary action shall be subject to the grievance procedure and arbitration procedure as defined herein. If it is determined under the established grievance/arbitration procedure that such an employee(s) did participate in such an action, in violation of this provision, the disciplinary action taken shall not be altered. If the decision under the grievance and arbitration procedure is that such an employee or employees did not participate in such acts, the redress shall be as determined by the grievance/arbitration procedure and limited to "making whole" the individual employee involved, if warranted.

- d. In the event of a violation of this article, the Union (its officers, agents and members) individually and collectively agree that it will use its best efforts and end such prohibited conduct, taking actions including:
  - 1. Requesting through personal contact or meeting with employees that they comply with the Agreement and not take part in any such prohibited conduct.
  - 2. Immediately notify all employees in writing that such prohibited conduct is in violation of the Agreement.
  - 3. Requesting those employees violating this Agreement to return to work and/or otherwise fully comply with the terms of this Agreement.
  - 4. Make every other reasonable effort to have employees cease such acts as prohibited.
- e. The Company agrees that it will not engage in any lockout of employees during the term of the Agreement, providing the Union is in full compliance with the provisions of this article.

## **ARTICLE 17**

### **GROUP INSURANCE**

#### **31.01 Group Benefits for Employees on Active Payroll**

The Company will provide access to medical, dental and vision coverage for eligible employees and for covered dependents of eligible full time employees as outlined in the Summary Plan Descriptions (SPDs). The Company will offer basic group life, accidental death and dismemberment, weekly disability benefits and voluntary supplemental life insurance for eligible employees as provided for below. All benefits coverage will be provided the first day of the month after completing thirty (30) days of employment.

As these Plans are provided by outside vendors and/or are Company-wide Plans, the Company may find it necessary or desirable to amend, revise or replace some or all of the Plans during the life of this Agreement between the Parties. Should this occur, the Company will immediately advise the Union of such changes and will meet as soon as possible with the Union to negotiate the effect of such changes on the employees covered by this Agreement.

#### **31.02 Life and Accidental Death and Dismemberment (AD&D) Insurance**

The Company will provide basic term life insurance at \$40,000 per employee and basic AD&D insurance at \$40,000 per employee.

In addition to the Company provided Life Insurance and AD&D, the Company will make available a plan for employees to purchase at group term rates, optional employee supplemental life, AD&D and dependent life insurance. Employees may choose to elect this coverage annually during open enrollment. Required contributions for this coverage will be provided to employees during the open enrollment period.

#### **31.03 Short Term Disability Insurance**

The Company will provide employees with Short Term Disability Insurance (STD) which covers 75% of weekly earnings. STD payments will begin on the eighth day of an injury or illness, and will continue up to a maximum of 26 weeks.

#### **31.04 Long Term Disability Insurance**

The Company will make available a plan under which employees may purchase long term disability insurance (LTD) to cover 60% of their base pay (up to \$3,000 per month), in the event of a lengthy disability. Pre-existing conditions are subject to a one-year wait period. Employees may choose to elect this coverage annually during open enrollment. Employees will be provided the cost of such coverage during the open enrollment period.

#### **31.05 Company Provided Medical Coverage**

The Company will, during the life of this Agreement, maintain and contribute to the cost of healthcare insurance for bargaining unit employees who elect coverage. Healthcare insurance is defined as medical, prescription, vision and dental plans offered by the Company. The medical plan shall be offered as outlined in the Summary Plan Descriptions (SPDs). In addition, the Company will provide employees with a dental plan and a vision plan as outlined in the applicable Summary Plan Descriptions.

For the purpose of this Agreement, the full time bargaining unit employee's bi-weekly contribution for healthcare insurance with Choice Plus Medical Plan will be:

#### **31.06 Details and Method of Coverage**

The Group Benefits summarized in this Article shall be procured by the Company under contracts and/or administration agreements with insurance companies or health care contractors which will be in the form customarily written by such carriers and administrative agents, and the Group Benefits outlined shall be subject to the terms and conditions of such contracts and/or administrative agreements, consistent with the summary contained in such plan's Summary Plan Description (SPD).

Such contracts and/or administrative agreements may require the carriers and/or administrative agents to develop various packages or benefit designs to contain costs. Such decisions may be based on those portions of the Group Benefits Package which contain the requirement that charges are covered only on the basis of medical necessity. Such cost containment programs or procedures may be utilized to determine the medical necessity of the treatment itself, the appropriateness of the services provided, or the place of treatment or the duration of treatment. The carriers or administrative agents and the Company will announce each such program or procedure before it is required or available to the affected employees. Any such cost containment Package will not operate to reduce the benefits of the Package to any covered person or to shift the costs covered under such Package to the covered person. The failure of an insurance company or health care contractor to provide for any of the services or benefits for which it has contracted shall result in no liability to the Company, nor shall such failure be considered a breach by the Company of the obligations which it has undertaken by the Agreement. However, in the event of such failure, the Company shall immediately attempt to provide comparable benefits coverage. The failure of the Company to provide comparable benefit coverage will be subject to the grievance and arbitration procedures of this Collective Bargaining Agreement.

#### 31.07 Administration

Group Benefits, as defined in this Article, shall be administered by the insurance companies, health care contractors or administrative agents with whom the Company enters into contractual relationships for the purpose of providing and/or administering the coverage contemplated by this Article and no question or issue arising under the administration of such Group Benefits or the contracts and/or administrative agreements identified therewith shall be subject to the grievance procedure or arbitration provisions of Article 24 of this Agreement.

The Group Benefits outlined above are intended to provide an easy-to-understand benefits summary. A complete description regarding the terms of coverage, exclusions and limitations including legislated benefits, will be provided in the Summary Plan Descriptions (SPDs). If any conflict arises between the outline and the official plan documents, the official plan documents will always govern. Employees do not gain any new rights because of a misstatement in or omission from the outline, included in this Article

#### 31.08 Copies of Policies to be furnished to the Union

Copies of all relevant Plan Documents and Summary Plan Descriptions (SPDs) executed pursuant to this Article 31.00, Group Insurance, shall be furnished to the credentialed Union Representative. The coverage and benefits indicated in such plan documents outline, the rights of eligible employees in respect to such coverage, and the settlement if all claims arising out of such coverage shall be in accordance with the provisions, terms and rules set forth in such documents.

#### 31.09

If it is determined that an "assessable payment" under Section 4980H of the Internal Revenue Code or any other tax, penalty, or other liability under the Patient Protection Affordable Care Act and related agency guidance with respect to any employees covered by this agreement based on the current terms of the health care plan offered to such employees, the parties to this agreement will meet to negotiate substitute provisions so that no such payment, tax, penalty or other liability would be incurred.

The plan design (deductibles, co-pays, max out of pocket) of the current Premier Medical Plan will remain unchanged for the life of this Agreement. The Company-paid HRA will be eliminated effective



January 1, 2016. Employee paid premiums will be increase by 4% per year effective January 1, 2016, 2017 and 2018.

Coverage	Bi-Weekly Premiums Effective 1-1-2015	Bi-Weekly Premiums Effective 1-1-2016	Bi-Weekly Premiums Effective 1-1-2017	Bi-Weekly Premiums Effective 1-1-2018
Employee, only	\$60.00	\$62.40	\$64.90	\$67.49
Employee + spouse	\$90.00	\$93.60	\$97.34	\$101.24
Employee + child(ren)	\$90.00	\$93.60	\$97.34	\$101.24
Family	\$120.00	\$124.80	\$129.79	\$134.98

The current Preferred Medical Plan will remain in effect for the life of the new Agreement with no employee-paid premiums.

The current Dental and Vision plans will remain in effect for the life of the new Agreement with employee-paid bi-weekly premiums rates listed below effective January 1, 2016 for the entire duration of the Agreement.

**Vision Plan**

<u>Tier</u>	<u>Bi-Weekly Employee Premium</u>
Employee	\$ 3.07
Family	\$ 7.00

**Core Dental Plan.**

<u>Tier</u>	<u>Bi-Weekly Employee Premium</u>
Employee	\$ 6.77
Employee + Spouse	\$13.55
Employee + Child(ren)	\$13.55
Family	\$20.00

**Enhanced Dental Plan**

<u>Tier</u>	<u>Bi-Weekly Employee Premium</u>
Employee	\$15.45
Employee + Spouse	\$30.91
Employee + Child(ren)	\$30.91
Family	\$46.36

## **ARTICLE 18 RETIREMENT PLAN**

- 18.1** The Company will provide full-time employees, covered by this Agreement, with an IRS approved 401(K) Savings Plan. The Company shall contribute three percent (3%) of the employee's gross earnings to each covered employee's account. Terms of the plan are contained in the Summary Plan Description. Company contributions will vest immediately
- 18.2** Employees may voluntarily contribute from one percent (1%) up to a maximum of forty percent (40%) of their gross compensation through payroll deduction as contained in the Summary Plan description.

## **ARTICLE 19 UNIFORMS**

- 19.1** Each employee will be required to wear the uniforms designated by the Company. The cost of such required uniforms shall be incurred by the Company. Any cost incurred due to an employee's decision to change the material, cut or add to an approved union shirt sleeve patch or obtain additional uniforms above what is furnished in paragraph 19.2 below, will be the responsibility of the incurring employee.
- 19.2** During the month of October each year, the Company will provide the employee his/her choice of the following that will equal five (5) sets of uniforms:
- a. Uniform pants (long and or shorts)
  - b. Uniform T-Shirts
  - c. Uniform Shirts (long and short sleeve)
  - d. Uniform coveralls (1 set equals 1 shirt and 1 pant)
- 19.3** During the month of October 2013, the Company will provide one (1) jacket with liner to all bargaining unit employees. New hired and employees transferred into this work group will be eligible for one (1) jacket with liner within 30 days of entering the work group and be limited to a one time issue during the life of this agreement.
- 19.4** When the uniforms are received in the size requested by the employee and the uniforms do not fit, it is the responsibility of the employee to replace the uniforms with the proper size prior to wearing the uniforms for duty. Should the cause for the error be the fault of the employee, the employee will be responsible for any exchange charge; otherwise any such charge will be the responsibility of the vendor or the Company.

## **ARTICLE 20**

### **OFF-SITE DETACHMENT**

- 20.1** Selection of an employee to be assigned to an off-site assignment shall be done by seniority first. The most senior qualified employee is asked first and if he/she declines, the next senior qualified employee is asked, until each employee has had a chance to be asked or assigned to an off-site job. If insufficient senior employees volunteer for the assignment then the Company shall assign the off-site assignment to the most junior qualified employees(s).
- 20.2** Bargaining unit employees on temporary detachment assignment performing bargaining unit work retain their rights under the Collective Bargaining Agreement as if working at NAS Oceana, Virginia Beach, VA.
- 20.3** The Company will provide unit employees who are required to travel out of town on Company business with payment of per diem and costs, per the most current Joint Travel Regulation (JTR), two (2) week days prior to the actual departure date whenever possible. The Company will provide one (1) rental car for every two (2) unit employees or less, on a direct bill basis, who travel out of town on Company business. The Company will reimburse unit employees for out of pocket expenses such as, but not limited to, laundry service and one (1) telephone call per day up to fifteen (15) minutes per call. The Company will make every effort to reimburse these expenses on a timely basis. Any disagreements, which occur based on this article, are subject to the grievance and arbitration article.
- 20.4** No work which is historically performed or afterward assigned to the bargaining unit will remain with the unit and will not be diverted, transferred, leased, assigned, subcontracted or conveyed, in whole or in part, to any other facility by the Company without approval from the Union unless directed by the customer, the U.S. NAVY.

## **ARTICLE 21**

### **DISCIPLINARY ACTION**

- 21.1** Disciplinary action shall be initiated by the Company only for just and sufficient cause and any penalty imposed shall be consistent with proven offenses. It is agreed and understood by the parties that the concept of disciplinary action is to first correct the offending employee and all discipline imposed shall be consistent with the offense committed. In this regard, where it is reasonable to assume that a letter of reprimand will correct the offending employee, such course of action will be followed by the Employer.
- 21.2** No disciplinary action taken more than one (1) year earlier may be used for progressive discipline or introduced into evidence in any Arbitration proceeding. It is further agreed that in order to consider that an employee has been disciplined, he and the Union shall be furnished a duplicate copy of any disciplinary matter inserted in his/her personnel file.
- 21.3** Prior to taking disciplinary action (letter of reprimand, suspension, or discharge) against any employee in the unit, the affected employee will be advised of his/her right to Union representation in the presence of his/her Shop Steward.
- 21.4** Disciplinary action in any form imposed by the Employer shall be subject to the grievance and arbitration procedure.
- 21.5** See Appendix B

## **ARTICLE 22**

### **GRIEVANCE AND ARBITRATION**

**22.1** It is the intent of this Article to establish a means for prompt adjustment of working problems and personal grievances at the job level by conference between the Satellite Manager and the employee involved, provided the Union Representative has been given an opportunity to be present. If not resolved at this informal level, a formal written grievance shall be filed. The grievance shall contain a full statement of the grievance and the facts upon which it is based, the Contract section alleged to have been violated and the action, remedy or adjustment sought. In grievances filed on behalf of individual employees, the grievance shall be signed, by the affected employee, prior to Step 1 of the Grievance Procedure. Grievances shall be processed according to the steps and time limits specified. These time limits may be extended upon written mutual consent of the parties.

**22.2** Except for payroll adjustment, no grievances shall be filed or processed based on facts or events, or omissions within the employee's knowledge which have occurred more than ten (10) working days (thirty working days while on travel) before such grievance is filed. Both parties agree to exert an earnest effort to settle such grievance promptly through the following steps.

#### **Step 1.**

The employee involved shall first confer with the Satellite Manager in order to amicable settle the matter, provided a Union Rep has been given an opportunity to be present. Any and all grievances shall be handled during normal working hours without any unnecessary interruption of work. If the dispute is not resolved amicably then the employee or Union must file a grievance. Within five (5) work days after receipt of grievance the Satellite Manager shall submit a written answer to the affected employee or Union.

#### **Step 2.**

If the grievance is not settled in Step 1, the Union may take the written grievance and submit it to the Company's Program Manager within five (5) work days of receipt from 1<sup>st</sup> Step answer. The Union and the Company will attempt to settle/resolve the issue. Both Union and Company Program Manager shall either meet in person or by telephone conference within seven (7) work days. If the issue is not resolved, the Program Manager has five (5) days to submit his/her answer, to the Union.

**Step 3.**

If not settled/resolved at 2<sup>nd</sup> Step, the Union may submit grievance to Company's Manager of Labor Relations within five (5) working days. The Company's Manager of Labor Relations and the Union's Business Representative will meet in person or by telephone conference within ten (10) work days and attempt to resolve any grievance. If unable to resolve the grievance, the Manager of Labor Relations shall submit a written answer to the Union within five (5) work days.

**Step 4.**

The Union may submit, within thirty (30) work days following the Company's Step 3 answer, written notice to the Manager of Labor Relations of its intent to arbitrate. The Union will request the Federal Mediation and Conciliation Service to submit an arbitration panel of seven (7) names to each party. The arbitrator shall be selected from a panel by the "striking of names method" with the Company first striking off one name and then the Union striking off one name and so forth until only one name remains. The final remaining name shall be the arbitrator named to hear the issue in contention. The cost of the Arbitrator will be shared equally among the parties. Each party shall have the right, at its option, to refuse one and only one panel and another panel will be requested from FMCS.

The arguments before the Arbitrator will be oral, written or both. The Arbitrator shall not have the authority to add to, subtract from, modify, alter or change any of the terms of this Agreement. The Arbitrator's authority is to interpret and apply provisions of this Agreement. The Arbitrator shall be bound entirely by the records presented in the form of evidence and Agreement.

The parties may file post-hearing briefs. The Arbitrator shall render his decision within thirty (30) days of the close of the hearing or receipt of the briefs. The Arbitrator's decision shall be in writing. The award shall be delivered or mailed to each party.

The decision of the Arbitrator shall be final and binding on all parties.

In cases of cancellation, the party requesting cancellation shall pay all fees and costs of the Arbitrator. In cases where the cancellation is the result of a compromise settlement, fees of costs of the Arbitrator shall be shared equally by the parties. The Arbitrator may record the proceedings or request a court reporter. Such costs, if any, shall be bound by the Arbitrator.

No more than (1) grievance shall be submitted to the same Arbitrator, unless both parties agree otherwise prior to sending for a list of Arbitrators.

All time limits shall be strictly adhered to and may only be extended by mutual agreements of the parties. Failure of the grievant, the Union, or the Company to meet the time limits will terminate all proceedings and no further action may be taken. The determination of the grievance will be awarded to the timely party.

- 22.3** In no event shall the company be penalized or in any way be liable for any monetary award or grievance settlement prior to thirty (30) days preceding the date of the filing of the grievance. Any monetary award shall be limited to the actual loss in this thirty (30) day period incurred by the grievance, less such other compensation, including wages, commissions, worker's compensation and unemployment compensation, as the grievance may have received or which may be due to the grievance for the designated award period.



## **ARTICLE 23**

### **INSTALLATION OF NEW AND REVISED JOB CLASSIFICATIONS**

- 23.1** When new Bargaining Unit jobs are required that cannot be properly encompassed within an exiting job classification, the Company will notify the Union of the requirements and the Union and the Company shall negotiate a fair rate of pay prior to the Company establishing the new classification and rate of pay, or within thirty (30) days after establishment of the new classification in the event the negotiations can not be accomplished prior to the establishment. In the latter situation the Company may establish a rate of pay until negotiations can be accomplished however the new rate of pay negotiated shall be retroactive to the establishment of the new job classification.
- 23.2** The Company has the right to determine the job classifications. Copies of job specifications shall be retained in the Satellite Site Manager's office and shall be made available to the Union upon request. The Union shall be advised in writing of any revisions or modifications of job specifications.

## **ARTICLE 25**

### **BEREAVEMENT LEAVE/JURY DUTY**

- 25.1** In case of the death of a member of the immediate family of an employee, the employee shall be granted a maximum of four (4) scheduled work days off with straight time pay to attend the funeral and tend to administrative details. Members of the immediate family shall be spouse, children, step children, parents, step parents, brothers, sisters, mother-in-law, father-in-law, half-brothers and half-sisters. In the event other members of the employee's family should die, the employee will be granted a maximum of two (2) scheduled work days off with straight time pay to attend the funeral and tend to administrative details. Other members of the employee's family shall be brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, aunts, uncles, grandparents, and grandchildren. Pay for all such time shall be at the employee's base straight time rate. The Company may require reasonable proof of death under this Article.
- 25.2** The Company shall grant up to five (5) additional work days off, without pay, in the event of the death of members of the employee's immediate family as defined in Section 1, at the employee's request, or the employee may use vacation or paid personal time for which they are eligible.
- 25.3** When an employee is summoned for Jury Duty he will notify the Company as soon as possible and will not be required to work and will be excused for the entire day(s) he is required to report and be available. The employee shall be granted pay for his regular work shift; less any fee or other compensation paid to the employee by the court. Pay for such time lost shall be up to eight (8) hours per day and forty (40) hours per week. Payment shall not be for Jury Duty on scheduled days off or holidays. An employee must present to the company a statement from an official of the court attesting to dates served; time served and fees paid before any Jury Duty payment will be made. Jury Duty service shall be considered as time worked for the purpose of computing pay for overtime. Employees responding to a subpoena as a Company witness are considered to be on paid time.

## **ARTICLE 26 WAGE RULES**

**26.1** The Company shall pay the scale of wages included in "Appendix A" made a part hereof.

- A. On October 1, 2015, the base wage rate of each employee covered by this Agreement will be increased by 2.25 percent.
- B. On October 1, 2016, the base wage rate of each employee covered by this Agreement will be increased by 2.50 percent.
- C. On October 1, 2017, the base wage rate of each employee covered by this Agreement will be increased by 2.75 percent.

**26.2** For the purpose of this Agreement, an employee's straight time hourly rate is defined as the employee's base rate as listed in Appendix A and any other such premiums agreed to as part of this Agreement.

**26.3** Employees promoted or temporarily assigned to a job classification, assigned to a higher rate, shall receive the rate of the higher job classification or continue at their present rate, whichever is greater. Temporary assignments to a job classification assigned to a higher rate will be offered to the senior qualified employee. If temporarily assigned, they shall, upon return to their prior classification, assume the rate held prior to the temporary assignment.

- A. Employees temporarily assigned to a job classification, assigned a lower rate, shall continue to receive their present rate of pay.

**26.4** Any employee required to work on a Sunday shall be paid a minimum of two (2) hours, an employee who works more than four (4) hours on Sunday will be paid a minimum of eight (8) hours for the day, unless the employee voluntarily leaves work.

**26.5** An employee called in to work on his regular day off or on a paid holiday shall receive either four (4) hours work or four (4) hours pay at the overtime rate specified for work on his regular day off or on a paid holiday.

- 26.6** An employee not receiving stand-by premium pay shall not be required to stand by for a call back to work after the termination of his regular shift.
- 26.7** In the event an employee reports to work on his regular shift or scheduled overtime without having been previously notified not to report, he shall be given four (4) hours work within his classification or, if necessary, in a lower classification at his regular rate of pay. If no work is available, the employee shall receive four (4) hours pay including all premiums.

## **ARTICLE 27 PREMIUM PAYMENTS**

- 27.1** A shift differential premium of fifty (\$0.50) cents per hour will be paid to employees working on the second shift as defined in this Agreement effective 10/1/20015. A shift differential premium of fifty (\$0.50) cents per hour will be paid to employees working on the second shift as defined in this Agreement effective 10/1/2015.
- 27.2** Employees designated as Collateral Duty Inspector and/or Collateral Duty Quality Assurance Representative will receive a premium payment of ninety-five cents (\$0.95) per hour effective 10/1/2015.
- 27.3** Employees designated as Collateral Duty Quality Assurance Representative will receive a premium payment of fifty cents (\$0.50) per hour effective 10/1/2015.
- 27.4** Effective October 1, 2000, employees who break personal tools on the job that are required to perform the duties of their classification, shall be reimbursed for the replacement of the broken tool. Reimbursement shall be subject to:
- A. Any tool listed on the employee's tool box inventory.
  - B. Any manufacturing warranty applicable to the specific broken tool.
  - C. A receipt of proof of purchase presented to the Company for the specific broken tool.

## **ARTICLE 28**

### **SAFETY/SAFETY EQUIPMENT**

- 28.1** It is the intent of the Company to maintain as safe and as healthy an environment as is necessary to protect employees from injury. It is the desire of the parties to this Agreement to maintain high standards of safety in the operations of the Company in order to eliminate, as far as possible, industrial accidents and illnesses.
- 28.2** The Company will adhere to the state's Workers' Compensation Laws as those laws apply to on the job illness/injury.
- 28.3** The Company will provide an employee immediate transportation at the time of the illness/injury from the job to the nearest appropriate facility and return to the job, or the employee's home if required. The employee will receive pay at the applicable hourly rate for the balance of his work day as if the illness/injury had never happened.
- 28.4** The Company shall make available serviceable foul weather gear to those employees who are required to perform work outdoors as follows:
- A. Rain coats and pants
  - B. When provided by the Government, steel toed rubber boots will be made available to employees assigned to the wash rack.
  - C. Should any additional safety equipment or protective clothing be required by the Company or the Government after ratification of this agreement, the Company will provide same.
- 28.5** Effective with the twelve (12) month period beginning October 1, 2016 and October 1, 2017, the Company will reimburse each employee required to wear safety shoes, up to one hundred eighty-five dollars (\$185.00) towards the purchase of one or more pair of safety shoes. A receipt must be presented to the company in order to be reimbursed.
- 28.6** Effective October 1, 2009, the Company will provide employees a one-time seventy-five dollars (\$75.00) reimbursement for the purchase of prescription safety glasses.

## **ARTICLE 29**

### **TEMPORARY ALTERNATE WORK**

- 29.1** The Company may provide a Temporary Alternate Work (TAW) program to Bargaining Unit employees who are unable to perform their normal work assignments due to an on-the-job illness/injury. The intent of which is to assist Bargaining Unit employees, by providing them with an opportunity to continue gainful employment under the provisions of the Collective Bargaining Agreement, but not to impede the recovery process of their illness or injuries, provided the Company has the work available and is able to accommodate the employee's medical restriction.
- 29.2** The treating physician of record may release an employee to a TAW assignment, if the Company has submitted a detailed job description of any proposed TAW assignment to the treating physician prior to commencement of a TAW assignment. The physician will consult with the employee and the Company to evaluate the TAW assignment and determine if the employee is capable of handling the assignment without further injury or impeding total recovery.
- 29.3** The TAW assignment may be Bargaining Unit or non-Bargaining Unit work. The employee will receive his standard contractual hourly wage and benefits regardless of work performed. The employee's start time will be in accordance with the Collective Bargaining Agreement. Employees on TAW will not displace other employees or adversely affect their seniority.
- 29.4** Managers and Supervisors will be notified of any employee's TAW status and will not take it upon themselves to alter that status, job description or work assignment. Additionally, the employee will be granted time off during working hours to continue follow-up medical treatment, therapy or doctor visits as may be required, directly related to the complete rehabilitation and recovery of the ill/injured employee.

## **ARTICLE 30 GENERAL**

- 30.1** Work rules will be maintained in a place available to all employees and will not be in violation of any provision of this Agreement.
- 30.2** The Company will provide Workers' Compensation Protection for all employees and will cooperate toward the prompt disposition of employee on-the-job illness/injury claims.
- 30.3** Employees sustaining a Workers' Compensation injury/illness, will remain on the seniority list and accrue benefits and seniority for the duration of the injury/illness, subject to the provisions of Article 7, Section 5(J).
- 30.4** The provisions of this Agreement shall be binding upon the Company and its successors, assigns or future purchasers.
- 30.5** Should any provision of this Agreement be found invalid by enacted legislation or decree of a court, such invalidation shall not invalidate the remaining portions hereof and said remaining portions/provisions shall remain in full force and effect.
- 30.6** The Parties acknowledge that during the negotiations, which resulted in this Agreement, each had the right and opportunity to make demands with respect to any subject or matter and the agreements arrived at by the Parties are set forth in this Agreement. Therefore, the parties agree, for the life of this Agreement, that the other shall not be obligated to bargain collectively with respect to any subject matter covered by this Agreement or subject or matter not specifically referred to covered by this Agreement, even though such subject or matter may not have been known or contemplated by any of the parties at the time this Agreement was negotiated and signed.
- 30.7** Neither the Company nor the Union will limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities or otherwise discriminate against any individual with respect to hiring, compensation, terms or conditions of employment, because of race, religion, sex, age, national origin, veteran status, union membership, color or that prohibited by state, federal or municipal law, including the American's with Disability Act (**ADA**) and Family Medical Leave Act (**FMLA**).



## **ARTICLE 31 DURATION**

This Agreement will be in full force and effect from July 26, 2015 and shall be continued in full force and effect until midnight on July 26, 2018, and will continue from year to year thereafter unless written notice of desire to negotiate changes or revisions terminate this Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration by registered mail.

In witness whereof the parties hereto have caused this Agreement to be executed by their authorized representative.

## Appendix A

	Effective	Effective	Effective
<u>Job Classification</u>	<u>10/1/15</u>	<u>10/1/16</u>	<u>10/1/17</u>
Aircraft Mechanic	\$30.19	\$30.95	\$31.80
Lead Mechanic	\$33.19	\$34.02	\$34.96

## **Appendix B**

**Employees are covered by the Progressive Discipline Guide below**

The Company uses the following forms of discipline: Reprimand, Suspension, and Discharge.

### **CLEARING PROCEDURES**

- A period of good conduct which is defined as a continuous period with no written warnings or suspensions following a rule violation will result in said written warning or suspension not being used as a basis for further discipline in accordance with the following principles:
- Reprimands Not Involving a Suspension:
- Reprimands not involving a suspension will not be considered in successive disciplinary action six months from the date of issue.
- Reprimands Involving a Suspension:
- Reprimands involving a suspension will not be considered in successive disciplinary action one year from the date of issue.

### **EXCESSIVE RULE VIOLATIONS**

- An employee receiving three reprimands not involving a suspension (not necessarily on the same rule) within a six month period, none of which have been cleared by the above procedure, will be subject to a three-day suspension.
- An employee receiving a combination of the two written reprimands not involving a suspension and one written reprimands involving a suspension (not necessarily on the same rule), none of which have been cleared by the above procedure, will be discharged.
- An employee receiving two written reprimands (not on the same rule) involving a suspension, neither of which have been cleared by the above procedure, will be discharged.

Listed below are examples of unacceptable behavior for which the following offenses and penalties apply:

Offense	First Offense	Second Offense	Third Offense	Fourth Offense
1.) Threatening, intimidating, coercing or interfering with or making defamatory, vicious, or malicious statements against any employee, customer, the Company, or its products or services.	Written Reprimand	Three-Day Suspension	Discharge	
2.) Vending, seeking or collecting contributions or distributing literature in working areas without permission of a designated Company representative.	Written Reprimand	Written Warning	Three-Day Suspension	Discharge
3.) Violating safety, fire, housekeeping, or health regulations or prescribed safety and health practices.	Written Reprimand	Written Reprimand	Three-Day Suspension	Discharge
4.) Unsatisfactory quality or quantity of work.	Written Reprimand	Written Reprimand	Three-Day Suspension	Discharge
5.) Violating assigned work schedules by:				Discharge
5a.) Preparing to quit work for the day prior to the time established by management.	Written Reprimand	Written Reprimand	Three-Day Suspension	
5b.) Reporting late without authorization, two times in a 30-day calendar period.	See Appendix C			
5c.) Failing to report absence within ½ hour of start of work shift.	See Appendix C			
5d.) Unauthorized absence for three consecutive work shifts.	discharge "quit without notice"			
6.) Loafing, loitering, or hiding; leaving work station without supervisor's permission for reasons not connected with performance on the job.	Written Reprimand	Written Reprimand	Discharge	
7.) Failing to notify Company authorities of an on-the-job accident or injury within the shift in which it occurs or the first shift in which the employee is aware that he/she has been injured.	Written Reprimand	Written Reprimand	Discharge	
8.) Discrimination or harassment against fellow employees, customer representatives, or other contractor personnel at any time in areas assigned to the Company.	Written Reprimand	Written Reprimand	Discharge	Depending on Severity of violation
9.) Operating vehicles, machines, tools, or equipment, or entering a restricted area without proper management authorization.	Written Reprimand	Written Reprimand	Discharge	

Offense	First Offense	Second Offense	Third Offense	Fourth Offense
10.) Leaving work early or leaving contractor assigned facilities during working hours without authorization.	Three-Day Suspension	Discharge		
11.) Performing work on personal property within areas or buildings assigned to Company unless approved by the Site Supervisor.	Three-Day Suspension	Discharge		
12.) Performing other work or activity which interferes with the employee's attendance or performance of Company duties, or is considered a conflict of interest by the Company.	Three-Day Suspension	Discharge		
13.) Willfully altering, defacing, mutilating, abusing, destroying or wasting Government, Company, civilian or other employee's property, facilities, records or equipment.	Three-Day Suspension	Discharge		
14.) Knowingly clocking another employee's time card, altering time card, or having one's time card clocked by another employee.	Three-Day Suspension	Discharge		
15.) Unauthorized possession of weapons or explosives on Company time or in areas assigned to the Company at any time.	Discharge			
16.) Negligence or carelessness resulting in or contributing to loss, damage, or destruction to Company, Government, civilian, or other employee's property; or causing substations rework; or contributing to critical, or safety of flight discrepancies.	Three-Day Suspension OR	Discharge		
17.) Fighting, inciting a fight, or attempting to physically injure others on Company time or in areas assigned to the Company at any time.	Discharge			
18.) Theft, attempted theft, or unauthorized removal of property to other employees, the Company, the Government, or others.	Discharge			
19.) Insubordination	Discharge			
20.) Unauthorized absence for three consecutive working days.	Discharge			
21.) Any conduct that brings discredit to the Company.	Discharge			
22.) Sleeping on duty.	Discharge			
23.) Attempting to or deliberately restricting output while on duty.	Discharge			
24.) Falsification of personnel or other Company or contract related records.	Discharge			

Offense	First Offense	Second Offense	Third Offense	Fourth Offense
25.) Unauthorized use, removal, photographing, copying, or otherwise reproducing employee lists, blueprints, Company or customer records or information.	Discharge			
26.) Deliberate falsification of facts to management or any other form of dishonesty.	Discharge			
27.) Possession, consumption, use, transfer or being under the influence of alcoholic beverages, marijuana, inhalants, intoxicants, illegal drugs, on Company time, or in areas or building assigned to the Company; manufacture or distribution of controlled substances. Refusal to take a drug/alcohol test.	Discharge			
28.) Excessive Absenteeism.	See Appendix C			
29.) Improper use of Company or Customer IT systems for the purpose of, transmittal, or downloading, of electronic data, photographs, or proprietary information without expressed prior approval and consent.	Discharge			
30.) Failure to meet the security requirements by the customer, or through the improper handling, controlling sensitive materials or equipment or failure to attain or retain the required level of trust to enable access to facilities or IT systems.	Discharge			
31.) Unauthorized taking, removing, transmitting, or copying photographs or videoing of any Customer equipment, documents, operational areas without expressed written authorization.	Discharge			

## **Appendix C**

Below is a list of unauthorized absences that will result in disciplinary action (written warning/reprimand for first offense; three day disciplinary suspension for second offense within three months; termination for third offense).

- Reporting late or being absent two times in a 30 day calendar period
- Failing to report absence to authorized management within ½ hour of start of the scheduled work shift
- "No call no show" absence

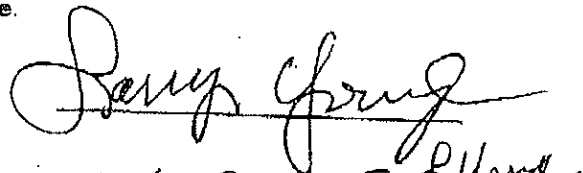
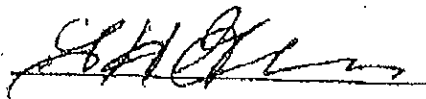
For the purposes of progressive discipline written warnings remain in effect for six months and disciplinary suspensions remain in effect for one year.

Excused absences include: Approved FMLA time off; lost time on the job due to injury on the job; traffic delay documented by the employee that results in a delay of more than one hour; pre-approved doctor's appointment, documented medical emergencies; hours when work is not available resulting in lost time by an employee; time off due to a scheduled paid holiday.

### ARTICLE 31 DURATION

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In witness whereof the parties hereto have caused this Agreement to be executed by their authorized representative.

  
NIEL SCOTT For R. Young